

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HARTFORD UNDERWRITERS  
INSURANCE COMPANY, HARTFORD  
FIRE INSURANCE COMPANY,  
SENTINEL INSURANCE COMPANY,  
LIMITED, PROPERTY & CASUALTY  
INSURANCE COMPANY OF HARTFORD  
and TWIN CITY FIRE INSURANCE  
COMPANY,

Plaintiffs,

v.

BRIUS TELECOM SOLUTIONS, LLC,

Defendant.

NO. 2:22-cv-1596

COMPLAINT FOR BREACH OF  
CONTRACT, ACCOUNT STATED  
AND UNJUST ENRICHMENT

Plaintiffs Hartford Underwriters Insurance Company, Hartford Fire Insurance Company, Sentinel Insurance Company, Limited, Property & Casualty Insurance Company of Hartford, and Twin City Fire Insurance Company, by and through their undersigned attorneys, as and for their Complaint against Defendant Brius Telecom Solutions, LLC, hereby allege as follows:

COMPLAINT FOR BREACH OF CONTRACT, ACCOUNT  
STATED AND UNJUST ENRICHMENT (2:22-cv-1596) – 1

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**Nature of Action**

1. This is an action to recover money damages based upon Defendant's failure to pay the full premiums owed under a workers compensation insurance policy issued by Plaintiffs.

**Parties**

2. Plaintiffs Hartford Underwriters Insurance Company, Hartford Fire Insurance Company and Sentinel Insurance Company, Limited are each Connecticut corporations. Plaintiffs Property & Casualty Insurance Company of Hartford and Twin City Fire Insurance Company are each Indiana corporations. All Plaintiffs maintain their principal place of business at One Hartford Plaza, Hartford, Connecticut 06155 (collectively, "Plaintiffs" or "The Hartford").

3. Defendant Brius Telecom Solutions, LLC ("Defendant") is a Washington limited liability company which maintains its principal place of business at 2112 South 107th Street, Apt. B2, Seattle, Washington 98168.

4. Upon information and belief formed after conducting a diligent search of the public records, the individual members of Defendant are also citizens of Washington who have no connection to Connecticut or Indiana for purposes of diversity jurisdiction.

**Jurisdiction and Venue**

5. This Court has jurisdiction over this action under 28 U.S.C. § 1332(a)(1) because it involves citizens of different states and an amount in controversy exceeding the sum of \$75,000.00, exclusive of interest and costs.

6. Venue of this action in the United States District Court for the Western District of Washington is proper under 28 U.S.C. § 1391(b) in that it is the District where Defendant resides and where a substantial part of the events giving rise to this action occurred.

**Background Facts**

7. At the request of Defendant, The Hartford issued Workers Compensation Insurance Policy No. 72-WE-AB3897 for the period of 7/26/2017 through 7/26/2018 (the “Policy”).

8. Pursuant to the Policy, Defendant agreed to pay certain premiums to The Hartford. The premiums were based upon Defendant’s estimated payroll, number of employees and applicable employee classification codes.

9. The premiums under the Policy were initially estimated based upon the information supplied by Defendant and expressly subject to adjustment after an audit of Defendant’s applicable books and records at the conclusion of the Policy period.

10. The Hartford conducted an audit of the books and records of Defendant which was processed on March 5, 2019. Based upon that audit, it was determined that Defendant owed additional premiums under the Policy of \$120,421.83 (the “Additional Premiums”).

11. On or about January 21, 2022, The Hartford sent to Defendant a Final Insurance Bill for the Policy, no part of which has been paid. A true and correct copy of the Final Insurance Bill is annexed hereto as Exhibit A.

**AS AND FOR A FIRST CAUSE OF ACTION  
(Breach of Contract)**

12. The Hartford hereby realleges and incorporates by reference each of the allegations set forth above in paragraphs 1 to 11 as if fully set forth herein.

13. Defendant has wrongfully refused to pay the Additional Premiums due under the Policy.

14. The Hartford has fully complied with all of its obligations under the Policy.

1           15. Defendant breached the terms and conditions of the Policy by failing to pay the  
2 Additional Premiums as invoiced.

3           16. As a result of Defendant's breach of the Policy, The Hartford has been damaged  
4 in the sum of \$120,421.83 (excluding interest, fees and costs).

5                           **AS AND FOR A SECOND CAUSE OF ACTION**  
6                           **(Account Stated)**

7           17. The Hartford hereby realleges and incorporates by reference each of the  
8 allegations set forth above in paragraphs 1 to 16 as if fully set forth herein.

9           18. The amount of unpaid Additional Premiums owed by Defendant to The Hartford  
10 pursuant to the Policy is \$120,421.83.

11           19. The Final Insurance Bill issued to Defendant (Exhibit A) created an express and  
12 implied agreement between the parties as to the amount of the Additional Premiums due under  
13 the Policy.

14           20. Defendant received and retained the Final Insurance Bill and did not,  
15 contemporaneously or reasonably thereafter, object to or dispute the amounts or charges  
16 contained therein and thereby accepted the Final Insurance Bill.

17           21. Defendant has wrongfully failed to pay the Additional Premiums as invoiced  
18 despite The Hartford's demands for payment.

19           22. As a result of Defendant's failure to pay the amounts due as invoiced, The  
20 Hartford has been damaged in the sum of \$120,421.83 (excluding interest, fees and costs).

21                           **AND FOR A THIRD CAUSE OF ACTION**  
22                           **(Unjust Enrichment / Quantum Meruit)**

23           23. The Hartford hereby realleges and incorporates by reference each of the  
24 allegations set forth above in paragraphs 1 to 22 as if fully set forth herein.

24. The Policy provided Defendant with insurance coverage for the benefit of its employees and as mandated by state law.

25. Accordingly, as a matter of equity, Defendant should be held liable for the Additional Premiums owed under the Policy since Defendant directly benefited from the insurance coverage provided by The Hartford.

WHEREFORE, Plaintiffs Hartford Underwriters Insurance Company, Hartford Fire Insurance Company, Sentinel Insurance Company, Limited, Property & Casualty Insurance Company of Hartford, and Twin City Fire Insurance Company, hereby demand that a judgment be entered against Defendant Brius Telecom Solutions, LLC in the amount of \$120,421.83, together with pre- and post-judgment interest thereon at the applicable statutory rate, and costs, and such other, further, and different relief as this Court may deem just and proper.

DATED this 8th day of November, 2022.

WILSON, ELSE, MOSKOWITZ,  
EDELMA & DICKER LLP

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